M. J. Wood & Associates, Inc./World Air Conditioning, Inc., a single employer and All Seasons Mechanical, a single employer and/or alter ego *and* Sheet Metal Workers International Association, Local 88, AFL–CIO. Case 28–CA–14881

July 8, 1998

DECISION AND ORDER

BY MEMBERS FOX, LIEBMAN, AND HURTGEN

Upon a charge and amended charge filed by the Union on December 11, 1997, and January 29, 1998, the General Counsel of the National Labor Relations Board issued a complaint on January 30, 1998, against M. J. Wood & Associates, Inc./World Air Conditioning, Inc., a single employer and All Seasons Mechanical, a single employer and/or alter ego (collectively, the Respondent), alleging that it has violated Section 8(a)(1), (3), and (5) of the National Labor Relations Act. Although properly served copies of the charges and complaint, the Respondent failed to file an answer.

On April 21, 1998, the Acting General Counsel filed a Motion for Summary Judgment with the Board. On April 23, 1998, the Board issued an order transferring the proceeding to the Board and a notice to show cause why the motion should not be granted. On May 13, 1998, the Respondent filed an opposition to order transferring proceeding to the Board and to order to show cause and motion to postpone action indefinitely. On May 15, 1998, the Acting General Counsel filed an opposition to response of Respondents.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

Ruling on Motion for Summary Judgment

Sections 102.20 and 102.21 of the Board's Rules and Regulations provide that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown.

The undisputed allegations in the Motion for Summary Judgment disclose that on January 30, 1998, a complaint was sent to the Respondent by certified mail. That complaint was returned to the Regional Office as unclaimed. On February 19, 1998, the complaint was reissued and was thereafter received by the Respondent.[1] The complaint affirmatively states that unless an answer is filed within 14 days of service, all the allegations in the complaint will be considered admitted. By letter dated March 19, 1998, a Board agent informed a principal of the Respondent, Dustin Christensen, of the need for the Respondent to file an answer to the complaint and set the close of business on March 26, 1998, as the deadline for receipt of the answer. On March 26, 1998, Dustin Christensen telephoned the Board agent and left a message stating that he had been out of town and requesting that he be contacted. On March 27, 1998, the resident officer of the Board's Las Vegas Resident Office left a message for Dustin Christensen extending the deadline for receipt of the answer until the close of business on March 31, 1998. The resident officer confirmed this extension by letter dated March 27, 1998. On March 31, 1998, Dustin Christensen appeared at the Las Vegas Resident Office where the resident officer explained the need for the answer to the complaint and the requirement that any answer specifically admit, deny, or explain the facts set forth in the complaint. The resident officer extended the deadline for filing the answer until April 3, 1998, and confirmed this conversation by letter dated April 1, 1998. On April 3, 1998, at about 3:30 p.m., Attorney Timothy S. Cory telephoned the resident officer, identifying himself as the attorney for Dustin Christensen and requesting an extension of time to file an answer. An extension until April 17, 1998, was granted. Cory confirmed the deadline by letter dated April 3, 1998, with a copy to the client. No answer was filed by the close of business on April 17, 1998.

As noted above, on April 21, 1998, the Acting General Counsel filed a Motion for Summary Judgment with the Board. On April 23, 1998, the Board issued a notice to show cause why the motion should not be granted. On May 13, 1998, the Respondent filed an opposition to the Board's order to show cause and a motion to postpone the action indefinitely.[2] We reject the Respondent's opposition as untimely filed. Section 102.111(b) of the Board's Rules and Regulations provides that documents required to be filed

> must be received by the Board . . . before the official closing time of the receiving office on the last day of the time limit . . . . In construing this section of the rules, the Board will accept as timely filed any document which is . . . postmarked on the day before (or earlier than) the due date;

[1] On February 23, 1998, the Las Vegas Resident Office received a post office return receipt showing that the reissued complaint was received by the Respondent.

[2] In that response the Respondent's counsel asserts that the Respondent's principal, Lonnie C. Christensen, is currently in prison and requests the Board to grant an indefinite continuance (not to exceed 120 days) to enable counsel to have the ''opportunity to gather the required documents and evidence needed to intelligently respond to the Complaint.'' Further, in its response, the Respondent acknowledges that Dustin Christensen, 21 years of age, is Lonnie Christensen's son and is ''actively assisting [Respondent's counsel] in attempting to gather all documents necessary'' to answer the complaint. The Respondent does not contest the Acting General Counsel's description of Dustin Christensen as a ''principal of the Respondents.''

documents which are postmarked on or after the due date are untimely.

The Board's notice to show cause required that ''cause be shown, in writing, filed with the Board in Washington, D.C., on or before May 7, 1998 . . . why the Acting General Counsel's Motion should not be granted.'' Thus, to be timely, the Respondent's opposition had to have been postmarked on May 6, 1998, or earlier, or received on or before May 7, 1998. The opposition, however, states that it was not mailed until May 7, 1998, the envelope bears a postage meter date of ''May 7, 1988 [sic],'' and the opposition was not received by the Board until May 13, 1998. Inasmuch as the opposition was mailed on the due date and not received until after the due date, we conclude that it was untimely filed.[3]

However, even if we were to consider that document, we find that it fails to constitute good cause for the failure to file a timely answer to the complaint. As detailed above, the Respondent was granted four separate extensions of the deadline to file an answer. Each time the Respondent requested an extension, it was granted. The Respondent was represented by an attorney at the time the last extension was requested and received.[4] Even now, in response to the notice to show cause, the Respondent does not attach an answer, but instead requests a continuance of up to 120 days to file one. In light of the Respondent's repeated failures to take advantage of the numerous extensions of time already granted it, the Respondent has failed to adequately explain why it should be given yet another opportunity ''to gather the required documents and evidence.''[5]

For these reasons, we conclude that the Respondent has not established good cause for the failure to file a timely answer.[6] Accordingly, we grant the Acting General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

FINDINGS OF FACT

I. JURISDICTION

At all material times, the Respondent, M. J. Wood Associates, Inc. (Respondent Wood), a corporation duly organized under, and existing by virtue of, the laws of the State of Nevada, has maintained an office and places of business at 5353 and 5525 South Valley View Boulevard, Las Vegas, Nevada, where it is engaged in the building and construction industry as a contractor providing heating and air-conditioning installation at various construction sites. The Respondent World Air Conditioning, Inc. (Respondent World) has been at all material times a corporation duly organized under, and existing by virtue of, the laws of the State of Nevada, with an office and place of business at 5353 and 5525 South Valley View Boulevard, Las Vegas, Nevada, where it is engaged in the building and construction industry as a contractor providing heating and air-conditioning installation at various construction sites. Respondent All Seasons Mechanical (Respondent All Seasons) is now, and has been at all material times, a corporation duly organized under, and existing by virtue of, the laws of the State of Nevada, with an office and place of business at 5353 and 5525 South Valley View Boulevard, Las Vegas, Nevada, where it is engaged in the building and construction industry as a contractor providing heating and air-conditioning installation at various construction sites. During the 12-month period ending December 11, 1997, Respondent Wood, Respondent World, and Respondent All Seasons, in the course and conduct of their business operations, performed services valued in excess of $50,000 in States other than the State of Nevada, and purchased and received at their Las Vegas, Nevada jobsites and facilities products, goods, and materials valued in excess of $50,000 from other enterprises located within the State of Nevada, each of which other enterprises had received those products, goods, and materials directly from points located outside the State of Nevada. Respondent Wood, Respondent World, and Respondent All Seasons, individually and collectively, are now, and have been at all material times, employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. The Union is a labor organization within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

At all material times, Respondent Wood and Respondent World have been affiliated business enterprises with common officers, ownership, directors,

[3] Member Hurtgen does not rely on the fact that Respondent's opposition to the notice to show cause was postmarked 1 day late. However, he agrees with his colleagues that the opposition does not set forth good cause for failure to file a timely answer to the complaint.

[4] Indeed, the attorney filing the opposition is the same attorney who obtained a 2-week extension of the filing deadline in April 1998. Therefore, the request for a further extension of time cannot be justified by the need of a new attorney to familiarize himself with the case.

[5] Filing an answer to a complaint is not a complex task for an attorney to perform. Under Sec. 102.20 of the Board's Rules, a respondent need only ''specifically admit, deny, or explain each of the facts alleged in the complaint, unless the respondent is without knowledge, in which case the respondent shall so state, such statement operating as a denial.'' The Board has long held that a respondent's simple denial of the commission of the alleged unlawful acts is sufficient to defeat a Motion for Summary Judgment and raise issues requiring a hearing before an administrative law judge. *Florida Steel Corp*., 222 NLRB 586 (1976).

[6] See *Father & Sons Lumber & Building Supplies v. NLRB*, 931 F.2d 1093, 1096 (6th Cir. 1991) (court upheld the Board's finding of no ''good cause'' where the ''employers were given opportunities to file late answers [and] they simply refused, repeatedly, to take advantage of such opportunities'').

management, and supervision; have formulated and administered a common labor policy; have shared common premises and facilities; have provided services to and made sales to each other; have interchanged personnel with each other; and have held themselves out to the public as single integrated business enterprises. Respondent All Seasons is a subordinate instrument, and a disguised continuance of Respondent Wood and/or Respondent World. Based on these operations and relationships, Respondent Wood and Respondent World have been at all material times a single employer and Respondent All Seasons has been a single employer and/or alter ego of Respondent Wood and Respondent World.

The following employees of the Respondent constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

> All employees of the Respondent engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

Since around 1980, Respondent Wood, an employer engaged in the building and construction industry, entered into a collective-bargaining agreement whereby it recognized the Union as the exclusive collective-bargaining representative of the unit and agreed to continue the agreement in effect from year to year thereafter unless timely notice was given in accordance with the terms of the agreement. Since around 1980, pursuant to this agreement, the Union has been recognized as the limited exclusive collective-bargaining representative of the unit by Respondent Wood without regard to whether the majority status of the Union had ever been established under the provisions of Section 9(a) of the Act. Such recognition has been embodied in successive collective-bargaining agreements, the most recent of which is effective by its terms for the period July 1, 1996, to June 30, 2001 (the 1996–2001 agreement). At all times since 1980, the Union, by virtue of Section 9(a) of the Act, has been, and is, the limited exclusive collective-bargaining representative of the unit for the purposes of collective-bargaining with respect to rates of pay, wages, hours of work, and other terms and conditions of employment.

About October 27, 1997, the Union requested that the Respondent furnish it with a variety of information relating to the relationship between Respondent Wood, Respondent World, and Respondent All Seasons. This information is necessary for, and relevant to, the Union's performance of its function as the limited exclusive collective-bargaining representative of the unit. Since about October 27, 1997, the Respondent has failed and refused to provide the Union with the requested information.

About October 31, 1997, the Union, in writing, requested that Respondent Wood meet and negotiate concerning the effects of the closure of its business and the transfer of that business to Respondent World or Respondent All Seasons, and since that time the Respondent has failed and refused to do so.

Beginning about November 5, 1997, and continuing thereafter, Respondent Wood ceased its operations, laid off unit employees N. Carillo, W. Gillespie, W. Guerin, M. Leyva, M. Lipps, D. Martin, J. May, D. Padilla, M. Pierce, B. Schuman, J. Sime, F. Sullivan, J. Cano, J. Lopez, E. Mikell, W. Watkins, and B. Wills, and transferred bargaining unit work to Respondent World or Respondent All Seasons. Beginning about November 5, 1997, and continuing thereafter, the Respondent failed and refused to reinstate these unit employees to work for Respondent World or Respondent All Seasons, repudiated the 1996–2001 agreement, and failed and refused to adhere to the terms and provisions of that agreement by, without limitations, failing to pay contractual benefit contributions, failing to pay contractual wage rates, and failing to abide by the hiring hall provisions. These subjects relate to wages, hours, and other terms and conditions of employment of the unit and are mandatory subjects for the purposes of collective bargaining. The Respondent engaged in these acts and conduct without prior notice to the Union and without affording the Union an opportunity to bargain with the Respondent with respect to such acts and conduct or the effects of such acts and conduct. The Respondent engaged in these acts and conduct because the unit employees joined, supported, or assisted the Union, or engaged in other concerted activities for the purposes of collective-bargaining or other mutual aid or protection, and in order to evade its obligations under the terms and provisions of the 1996–2001 agreement.

CONCLUSIONS OF LAW

By the acts and conduct described above, the Respondent has failed and refused to bargain collectively, and is continuing to fail and refuse to bargain collec-

tively, with the Union as the limited exclusive representative of the unit, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

By the acts and conduct described above, the Respondent has also discriminated, and is continuing to discriminate, in regard to the hire, tenure, or terms and conditions of employment of its employees, thereby discouraging membership in a labor organization, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

By the acts and conduct described above, the Respondent has also interfered with, restrained, or coerced, and is continuing to interfere with, restrain, and coerce, its employees in the exercise of the rights guaranteed in Section 7 of the Act, and has thereby engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. Specifically, having found that the Respondent has failed to provide the Union information that is relevant and necessary to its role as the limited exclusive bargaining representative of the unit employees, we shall order the Respondent to furnish the Union, in a timely manner, the information requested about October 27, 1997.

In addition, having found that the Respondent has violated Section 8(a)(3), (5), and (1) by ceasing the operations of Respondent Wood, transferring bargaining unit work to Respondent World or Respondent All Seasons, and laying off and refusing to reinstate unit employees N. Carillo, W. Gillespie, W. Guerin, M. Leyva, M. Lipps, D. Martin, J. May, D. Padilla, M. Pierce, B. Schuman, J. Sime, F. Sullivan, J. Cano, J. Lopez, E. Mikell, W. Watkins, and B. Wills, we shall order the Respondent to reestablish the operations of Respondent Wood, restore the unit work, and on request, bargain with the Union as the exclusive representative of the employees in the appropriate unit on terms and conditions of employment, including the decision to cease the operations of Respondent Wood and transfer bargaining unit work to Respondent World or Respondent All Seasons. We shall also order the Respondent to offer the laid-off unit employees immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and to make them whole for any loss of earnings and other benefits suffered as a result of the unlawful cessation of operations, transfer of unit work and layoffs. Backpay shall be computed in accordance with *F. W. Woolworth Co*., 90 NLRB 289 (1950), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[7]

Furthermore, having found that the Respondent has violated Section 8(a)(5) and (1) by repudiating the 1996–2001 agreement and failing to adhere to the terms of that agreement by, without limitations, failing to pay contractual benefit contributions, failing to pay contractual wage rates, and failing to abide by the hiring hall provisions, we shall order the Respondent to honor the terms of the 1996–2001 agreement, make whole its unit employees or would-be unit employees for any loss of earnings attributable to its unlawful conduct, including its failure to adhere to the hiring hall provisions of the 1996–2001 agreement, and make all such delinquent contributions, including any additional amounts due the funds in accordance with *Merryweather Optical Co*., 240 NLRB 1213, 1216 fn. 7 (1979). Backpay shall be computed in accordance with *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, supra. In addition, the Respondent shall reimburse unit employees and would-be employees for any expenses ensuing from its failure to make the required contributions, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enfd. 661 F.2d 940 (9th Cir. 1981), such amounts to be computed in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), enfd. 444 F.2d 502 (6th Cir. 1971), with interest as prescribed in *New Horizons for the Retarded*, supra.[8] Finally, pursuant to *J. E. Brown Electric*, 315 NLRB 620 (1994), we shall order the Respondent to offer immediate and full employment to those applicants who would have been referred to the Respondent for employment through the Union's hiring hall were it not for the Respondent's unlawful conduct,[9] and to make

[7] Inasmuch as the Respondent is ordered to restore the operations of Respondent Wood, reinstate the laid-off employees, and make them whole, we do not find it necessary to also order the Respondent to bargain with the Union about the effects of the cessation of Respondent Wood's operations and the transfer of that business to Respondent World or Respondent All Seasons.

[8] To the extent that an employee has made personal contributions to a fund that are accepted by the fund in lieu of the Respondent's delinquent contributions during the period of the delinquency, the Respondent will reimburse the employee, but the amount of such reimbursement will constitute a setoff to the amount that the Respondent otherwise owes the fund.

[9] Member Hurtgen would make whole, but would not reinstate, employees who should have been referred to the Respondent. He agrees with the views expressed by former Members Stephens and Cohen in their concurring opinion in *J. E. Brown*, supra at 624. They explained that, where the identity of those individuals who should have been referred has not been determined with any particularity, as here, compliance with the Board's Order may be substan-

them whole for any loss of earnings and other benefits they may have suffered by reason of the Respondent's failure to hire them. Backpay shall be computed in accordance with *F. W. Woolworth*, supra, and *New Horizons for the Retarded*, supra. Reinstatement and backpay issues will be resolved by a factual inquiry at the compliance stage. *J. E. Brown*, supra, 315 NLRB at 623.

ORDER

The National Labor Relations Board orders that the Respondent, M. J. Wood & Associates, Inc./World Air Conditioning, Inc., a single employer and All Seasons Mechanical, a single employer and/or alter ego, Las Vegas, Nevada, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to furnish in a timely manner requested information that is necessary for, and relevant to, the Union's performance of its function as the limited exclusive collective-bargaining representative of the unit.

(b) Failing and refusing to meet and negotiate with the Union as the limited, exclusive collective-bargaining agent of its unit employees.

(c) Ceasing operations, laying off employees or failing to reinstate them, transferring bargaining unit work, or repudiating the 1996–2001 agreement or refusing to adhere to its provisions, without prior notice to the Union or without affording the Union an opportunity to bargain or because the employees join, support, or assist the Union or engage in other concerted activities for the purposes of collective-bargaining or other mutual aid or protection, or in order to evade its obligations under the terms and provisions of the 1996–2001 agreement.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Furnish the Union, in a timely manner, the information requested about October 27, 1997.

(b) Reestablish the operations of M. J. Wood & Associates, Inc., restore the unit work, and, on request, bargain with the Union as the exclusive representative of the employees in the appropriate unit on terms and conditions of employment, including the decision to cease the operations of Respondent Wood and transfer bargaining unit work to Respondent World or Respondent All Seasons.

(c) Within 14 days from the date of this Order, offer N. Carillo, W. Gillespie, W. Guerin, M. Leyva, M. Lipps, D. Martin, J. May, D. Padilla, M. Pierce, B. Schuman, J. Sime, F. Sullivan, J. Cano, J. Lopez, E. Mikell, W. Watkins, and B. Wills full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and make them whole for any loss of earnings and other benefits suffered as a result of the unlawful cessation of operations, transfer of unit work, and layoffs, in the manner set forth in the remedy section of this decision.

(d) Offer immediate and full employment to those applicants who would have been referred to the Respondent by the Union were it not for the Respondent's unlawful conduct, and make them whole for any loss of earnings and other benefits suffered by reason of the Respondent's failure to hire them in the manner set forth in the remedy section of this decision.

(e) Honor the terms of the 1996–2001 agreement, make all contractually required benefit contributions that it failed to make since about November 5, 1997, and make whole its unit employees or would-be unit employees for any loss of earnings attributable to its unlawful conduct, including its failure to adhere to the hiring hall provisions of the 1996–2001 agreement in the manner set forth in the remedy section of this decision. The unit includes the following employees:

> All employees of the Respondent engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

(f) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts due under the terms of this Order.

(g) Within 14 days after service by the Region, post at its facility in Las Vegas, Nevada, copies of the at-

---

tially delayed. Thus, it will be necessary to sort out who should have been referred in the past before resuming hiring hall referrals. Conversely, ordering the Respondent to abide by the hiring-hall provision simply requires a determination of who is next in line at the time that compliance with the order is achieved.

tached notice marked ''Appendix.''[10] Copies of the notice, on forms provided by the Regional Director for Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since October 27, 1997.

(h) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

[10] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail or refuse to furnish in a timely manner requested information that is necessary for, and relevant to, the Union's performance of its function as the limited exclusive collective-bargaining representative of the unit.

WE WILL NOT fail or refuse to meet or negotiate with the Union as the limited, exclusive collective-bargaining agent of our unit employees.

WE WILL NOT cease operations, lay off employees or fail to reinstate them, transfer bargaining unit work, or repudiate the 1996–2001 collective-bargaining agreement with Sheet Metal Workers International Association, Local 88, AFL–CIO or refuse to adhere to its provisions, without prior notice to the Union or without affording the Union an opportunity to bargain or because the employees join, support, or assist the Union or engage in other concerted activities for the purposes of collective-bargaining or other mutual aid or protection, or in order to evade our obligations under the terms and provisions of the 1996–2001 agreement.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL furnish the Union, in a timely manner, the information requested about October 27, 1997.

WE WILL reestablish the operations of M. J. Wood & Associates, Inc., restore the unit work, and, on request, bargain with the Union as the exclusive representative of the employees in the appropriate unit on terms and conditions of employment, including the decision to cease the operations of Wood and transfer bargaining unit work to World or All Seasons.

WE WILL, within 14 days from the date of this Order, offer N. Carillo, W. Gillespie, W. Guerin, M. Leyva, M. Lipps, D. Martin, J. May, D. Padilla, M. Pierce, B. Schuman, J. Sime, F. Sullivan, J. Cano, J. Lopez, E. Mikell, W. Watkins, and B. Wills full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, and WE WILL make them whole for any loss of earnings and other benefits suffered as a result of the unlawful cessation of operations, transfer of unit work, and layoffs.

WE WILL offer immediate and full employment to those applicants who would have been referred to us by the Union were it not for our unlawful conduct, and WE WILL make them whole for any loss of earnings and other benefits suffered by reason of our failure to hire them.

WE WILL honor the terms of the 1996–2001 agreement, make all contractually required benefit contributions that we failed to make since about November 5, 1997, and make whole our unit employees or would-be unit employees for any loss of earnings attributable to our unlawful conduct, including our failure to adhere to the hiring hall provisions of the 1996–2001 agreement. The unit includes the following employees:

> All our employees engaged in but not limited to the (a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all air-veyor systems and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or

sketches; and (e) all other work included in the jurisdictional claims of Sheet Metal Workers' International Association.

M. J. WOOD & ASSOCIATES, INC./WORLD AIR CONDITIONING, INC., A SINGLE EMPLOYER AND ALL SEASONS MECHANICAL, A SINGLE EMPLOYER AND/OR ALTER EGO